

**SUPERIOR COURT  
OF THE  
STATE OF DELAWARE**

JOSEPH R. SLIGHTS, III  
JUDGE

NEW CASTLE COUNTY COURTHOUSE  
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November 30, 2007

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**Re: *Rembrandt Technologies, LP v. Harris Corporation*  
C.A. No. 07C-09-059-JRS  
*Upon Defendant's Motion to Transfer. DENIED.***

Dear Counsel:

Plaintiff, Rembrandt Technologies, LP (“Rembrandt”), has filed an action in this Court seeking a declaration, *inter alia*, that it is not contractually bound to offer the defendant, Harris Corporation (“Harris”), a license to a patent which has been assigned to Rembrandt. Harris has filed an answer to the complaint and a counterclaim by which it seeks specific performance of the same contractual

commitment that Rembrandt alleges does not exist.

Harris has moved the Court to transfer this action to the Court of Chancery, pursuant to 10 *Del. C.* § 1902,<sup>1</sup> so that the same court can adjudicate the declaratory judgment claims brought by both parties, and the equitable counterclaim brought by Harris, at the same time. Rembrandt opposes the motion and argues, *inter alia*, that this Court should not dismiss a properly plead claim for declaratory relief simply because the defendant has brought an equitable counterclaim.

The Court has determined that the transfer statute should not be invoked under the circumstances presented here. Rembrandt has plead proper legal claims over which this Court has jurisdiction. The Court can discern no legal basis upon which to dismiss these claims. The fact, if it is a fact, that the Court of Chancery might be able to provide relief on both the direct claims and counterclaims at once is not sufficient to deprive the plaintiff of its chosen forum. Rembrandt has properly called upon this Court to provide a declaration of the parties' respective contractual rights and obligations. The Court is fully capable of providing that declaration in due course. In the event that further litigation is necessary to enforce the determinations made in this proceeding, the parties may pursue that litigation in the appropriate court

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<sup>1</sup> 10 *Del. C.* § 1902 provides in pertinent part:

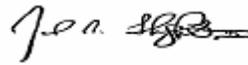
No civil action, suit or other proceeding brought in any court of this State shall be dismissed solely on the ground that such court is without jurisdiction of the subject matter, either in the original proceeding or on appeal. Such proceeding may be transferred to an appropriate court for hearing and determination, provided that the party otherwise adversely affected, within sixty days after the order denying the jurisdiction of the first court has become final, files in that court a written election of transfer, discharges all costs accrued in the first court, and makes the usual deposit for costs in the second court.

armed with the factual and legal determinations made here (which Rembrandt has conceded would be binding upon the parties in subsequent litigation).

Based on the foregoing, the motion to transfer is **DENIED**.

**IT IS SO ORDERED.**

Very truly yours,

A handwritten signature in black ink, appearing to read "J.R. Slights, III", with a horizontal line underneath.

Joseph R. Slights, III

JRS, III/sb

Original to Prothonotary